692 police and not to his 'aqila. This was a serious case because
685 the police were forced to imprison the dike-builder for two
648 days before he would agree to their demands. The two men in-
*613 volved in the conflict were from different lineages, and it soon became necessary for Bedouin justice to intervene even after the matter had been settled by the police. The 'awaaqil of each man met, along with other notables of the tribe, and investigated the area where the dikes had been; they listened to witnesses and tried to calculate the amount of water which each man should receive. In the end, the decision of the police was upheld.

692 Although, ideally, litigation should be instigated
•691 through the office of the 'aqila, alternatives do exist. As
*613 noted in discussing the values of Bedouin society, it is the
[577] moral obligation of each and every person to moderate between conflicting parties; any one conflict situation may be moderated by many well-meaning parties. Or, if a person suspects prejudice on the part of his own 'aqila, he may choose to take
627 his claim to another 'aqila, or third party. The notion of a
554 third party to a conflict, when it does not refer to the 'aqila
692 or a close kinsman who may act as an arbitrator, has reference to a non-institutionalized role in al-Qasr. This role-holder, the Bedouins call rajal khair ("good man") or qawaal al-khair ("the speaker of the good").

"Role differentiation implies organization" (Levy

554 1952:165), and the role rajal khair along with the other roles
627 concerned with political action, the 'aqila, shaikh, and 'umda,
692 represent political organization in al-Qasr. Although the role of rajal khair is not institutionalized to the same degree that the others are, we shall see in the next chapter that it is an important one for an understanding of power relations in al-Qasr. All of these roles carry with them some type of right to make binding decisions in matters regarding conflict regulation. That is, an individual should take his
* [613] claims to the 'aqila, but may take them to any of the other political specialists. In any of the cases, the litigants concerned become bound by the decision of the third party.
* [613] But only at the hand of the 'aqila can a decision be made
[695] which will effect a whole group, i.e., only an 'aqila can
[682] give judgment against a corporation for the blood-money in a case of homicide (Schacht 1953:328).

•691 If, however, blood-money is not an immediate concern,
692 the litigants may utilize any and all of the political roles
* 613 available in the judicial system. A statement from one of my
554 informants, an 'aqila, is useful here.
627
[124]

> The bait is made up of thirty or fourty men, and there is one most important man (rajal kabiir), the 'aqila. The 'aqila puts an end to problems, he sees who deserves this and who deserves that. Problems must be settled. It happened five or six years ago that I and my paternal cousins quarreled over land at Wadi Raml. I went to the police station and complained to the shaikh of the 'Aishaibat. I asked him to choose a person to judge

691 692 *613 554 629 between me and my cousins, according to Bedouin law (yinafth al-'awaiyid bainaana). I went to the shaikh because my cousins did not agree that we go to the 'aqila right away. We agreed that the shaikh would choose the third party, and the judgment would be binding on both of us. The shaikh chose Bu Halaiqa as the third party, and Bu Halaiqa chose three others as consultants. (Two of the three were rajal khair, and the other was an 'aqila.) The judgment was that my cousins were in the wrong. They were fined 10 L.E. and a dhabiiha("blood sacrifice"). 'Ali intervened and did not allow my cousins to pay the fine. He had them write a paper stating, that if they resume this quarrel in the future they must pay the fine plus another 10 L.E. fine. (Hajj 'Ali is a rajal khair.)

695 648 696 Sometimes the Egyptian police must be brought into a judicial affair to insure the execution of a judgment. In one case, an individual in al-Qasr did not accept the decision of his 'aqila; his 'aqila wrote the decision on paper and sent him to another 'aqila. The second 'aqila agreed with the first, but the man also refused this decision. The second 'aqila wrote his decision on paper and sent it to the shaikh of the 'Aishaibat in Matruh. The shaikh summoned the culprit and sent him to the police station. Finally, the police were able to convince the man to pay his fine, and also his expiation fee to his own 'aqila. My informant said that this was a minor affair, and that had it been a serious offense committed by the man he would have been threatened with expulsion from the corporate group.

*613 554 571 As the corporate sole, the 'aqila has political authority which is legitimate and morally binding on all who wish to maintain their status in the group and tribe. Any individual

long time ago. This seems to be supported by the evidence shown below, for often conflict over land and water rights is represented by litigation between individuals and not groups.

I have arbitrarily assigned to the classification of property rights the rights over women. I have done this because a man acquires such rights as a member of a lineage jural group and secures them with the backing of public opinion and the 'awaiyid. Also, though a man in al-Qasr does not "own" his wife, he does have the legal rights to certain things related to her: he has the right to her sexual favors, and the right to claim her offspring for his own lineage.

Settlement in cases dealing with the infringement of property rights, if they do not lead to personal injury cases, will usually be concluded by arbitration or oath-taking, either of which brings the two parties into agreement.

Date: 1964. Case: Quarrel between Bait 'Umran and Bait Idris of 'Ailit Ma'fas over the ownership of a well. The 'awaaqil sent for the two parties involved, and they met on Wednesday, market day. And the 'awaaqil told the two parties: "This is a shame ('aib), you must be friends because you are from the same tribe." The 'awaaqil knew "from past history and from truthful elders" that the well belonged to 'Ait Idris. The 'awaaqil made 'Ait 'Umran change their minds about their claim to the well. Before the litigation 'Ait 'Umran had insisted

691 685 *613 578 692 695 that 'Ait Idris take the oath as proof that the well was owned by them. Upon the decision of the 'awaaqil, however, 'Ait 'Umran refused to allow 'Ait Idris to swear the oath "because we are all one family." This means, as one 'aqila actually stated at the conclusion of the case, that " 'Ait Idris is indebted to 'Ait 'Umran."

423 675 *613 The following two cases which occur in the external system of political relations, one within the 'Aishaibat territory and the other dealing with land rights in the territory between two primary authority groups, indicate the formal aspect of Bedouin adjudication in establishing contracts.

[539] Date: 12 August 1963. A Contract of Agreement on Land Rights.
Agreement and satisfaction took place between Hussain Karim al-Dawlat of al-'Aishaibat and Khalid Idris al-Ma'fas of al-'Aishaibat, the first and second party. And the reason for this agreement is that each of the two parties own cultivable land at Ras Wadi Madwar. The two parties wish to make a dividing line between this linear piece of land and to declare the borders. The two parties agreed on the following: first, the beginning of the border extends from the eastern side at south Ras Raqabit al-Shumar to the western side at Hatiyid and is shown by stone markers; secondly, this line should be established from the east to the west, and this is a dividing line between the two parties and was executed by them and with their satisfaction; thirdly, whoever rejects or modifies this line will be responsible in front of law and the 'awaiyid Awlad 'Ali; each party is responsible for his children and relatives as to their actions regarding this line which is the subject of the agreement; fifthly, this contract of agreement which defines the borders between the two parties was issued in two copies, a copy to each party to use when it is needed.

Signatures or seals of seven men.

423
691
578
613
[539]

Date: 12 October 1954. There came to us (i.e. the 'awaqil) on this day, Khalid Idris of al-'Aishaibat and Yunis Abd al-Nabi of al-Kamailat. The reason for their coming is a quarrel over land rights at Wadi al-Hijnaiya. And we put distinct markers between the land of the two parties, the first, Khalid Idris, and the second, Yunis Abd al-Nabi. And the boundary passes by the distinct markers; the first is the wadi marker, the second to the sea and beside the tree, and the final marker we put east of Halima well. This is a decision between the two parties in the presence of the following witnesses:

Signatures or seals of five men.

619
578
[671]

The case given below indicates, by the use of two documents, the process of conflict settlement involving two secondary segments of al-Qasr, one Sa'adi and one Marabit. 'Ailit al-Sulwatiyya, though genealogically not members of the Awlad 'Ali and holders of a client or vassal status in traditional times, are within the jurisdiction of the 'awaiyid Awlad 'Ali. They claim their rights under it by virtue of the fact of their residence in al-Qasr. The power of ritual sanction is clearly illustrated by this case.

578
685
691
619
423
[695]

Date: 30 July 1964, Marsa Matruh. First Party: Shaikh Khalid Za'aluk al-Sulwatiyya and four relatives. Second Party: Khalid Idris of 'Ailit Ma'fas and three relatives. They are present. The cause of these two parties coming together is a quarrel over a well named Halima. Since the choice to swear the oath has been made by the two parties, Khalid Idris, the second party, will swear the oath supported by twenty-four members of his 'umraa al-dam ("blood group") to

423 578 685 691 619 695 [539] be chosen by Shaikh Khalid Za'aluk, the first party. The text of the oath which Khalid Idris will swear is: "By the truth of the owner of this tomb (maqaam), and this book of God, I swear that you (i.e. the 'Ailit Sulwatiyya represented by Shaikh Khalid Za'aluk) have neither work of hand nor a grandfather's stake in this well." If any of the oath-takers are missing on the day of the oath, the well will be owned Khalid Za'aluk. And if they swear the oath, the well will be owned by 'Ailit Ma'fas.

The date of the oath will be the first Friday of month nine, [778] 1964. The oath will be taken at the shrine of Sidi 'Awam, and the swearing will deal with the well only. For the land which is west of the well belongs to Khalid Za'aluk and his family, and the land to the east of the well belongs to Khalid Idris and his family. And the water which is west of the well belongs to Khalid Za'aluk. The two parties agreed to this. (Each party, and five witnesses, i.e. rajal khair, for each party, signed the document.)

423 619 578 691 [695] Date: 30 July 1964. I, Khalid Za'aluk, have decided to cancel the oath which was supposed to have been sworn on 9 September 1964 at the shrine of Sidi Awam. Khalid Idris and the oath-takers were present and were stopped from taking the oath. And the well named al-Halima which was the cause of the quarrel

423 (nizaa'a) belongs to Khalid Idris and his brothers. This
619 happened with the satisfaction of both tribes, and this re-
578 nunciation of claim is valid from today. This paper concern-
691 ing the ownership of land around the well is valid from today also. And this happened between the parties: (Signatures or stamps of both parties concerned.)

(There appeared the signatures of twenty-three of the twenty-four men who were to have sworn the oath.)

Only twenty-three oath-takers were present: 30 July 1964. I, Shaikh Khalid Za'aluk, agree on the signatures of only twenty-three oath-takers. (Signature of Khalid Za'aluk.)

648 We have mentioned that the 'awaiyid prevails in al-
671 Qasr, but have also noted that where the security of the
578 desert is threatened the government is likely to intervene. The government enters tribal conflict in al-Qasr with the tacit approval of the Bedouins. As one informant remarked: "The 'awaiyid is the best way to handle problems, but the police will handle what the 'awaiyid cannot."

423 Date: 1964. Case: Quarrel between al-Afrad ('Ali Abyad) and
691 'Aishaibat ('Ali Ahmar) over water rights. Many members of
578 both tribes took part in this conflict. The government had
619 to intervene: they formed a peace committee made up of all
648 the 'awaaqil of both tribes and the 'umda and shaikh from
* [613] each tribe.
[634]

423 each tribe. It was decided that the water which flows through
691 the wadi after the rains should be divided equally between the
578 two tribes, and that no one should be stopped from using the
619 water. Had not the government intervened in this conflict,
648 and had not they collected all of the weapons from the Bedouins, this problem would have resulted in the death of many men and even greater problems.

674 Theft is condemned by the Bedouins: "Everything in
685 the desert is loose. We must punish the thief quickly and severely." It is a fact that the man who goes to steal and
[682] accidentally kills in the act will have judged against him
[829] the full diiya, i.e., the amount for intentional killing. On the other hand, the people of al-Qasr insist that "Bedouins do
[671] not steal." But legal norms exist to sanction violations against cultural ideals. The following case shows how social and ritual sanctions operate to enforce ideals.

619 Date: 1964. Case: Quarrel between the tribe of Kamailat and
578 the tribe of 'Aishaibat over the theft of 16 L.E. Muhammad of
685 'Ailit Ma'fas was accused of stealing 16 L.E. which belonged
*613 to Ahmad of 'Ailit Idris, Kamailat. The theft occurred while the two were residing at a hotel in Marsa Matruh. There were twenty other persons in the hotel that night. The accused said: "I did not take anything."

554 dhabiiha and 10 L.E. But Hajj 'Ali intervened and did not
571 let them pay the fine. Instead, he had them write a paper
629 declaring that should they reopen this matter, they would have to pay the old fine plus a new fine of the same amount." Simmel (Wolff 1950) notes that the mediator saves group unity through his "intellectuality," but that he is also an exploiter of the situation. It is obvious that Hajj 'Ali could have increased his "status honor" in the eyes of both parties to this conflict. The rajal khair who is facile enough to salvage the honor of both parties in a dispute increases his chances for future mediation and, hence, the chance to further augment his "status honor." The minimal fine involved in most of Bedouin litigation indicates a concern, not with punishment per se, but with "taking one's rights" and lawful share of honor. Social harmony is viewed in terms of an equitable distribution of honor. The power which a rajal khair has over litigants, which derives from his status in the social structure, contributes to this social harmony necessary for the persistence of the community.

554 The Bedouins say that one goes to the rajal khair,
571 or rajal salih, because he knows that he will "get his
629 rights." Litigation is entered into with the understanding
829 that neither party will emerge a "loser." On the other hand,
● [691] the 'aqila, who is expected to be dispassionate and totally
* [613] objective, must rule on the rightness or wrongness of an act;

554 It is interesting to note that Hajj 'Ali is one of the most
[571] powerful members of the "status group" in al-Qasr. He is
[198] also a leading proponent of social change and a critic of the old way of life which includes belief in magic. One can
[792] see how 'Amm Salih's influence and status might work in other areas of social action.

554 Although it is conceivable that a rajal salih can
792 be asked to intervene in any type of conflict, it is more
627 likely that he will preside at cases involving marriage and
[695] divorce. The rajal saalih may also be asked to serve as a
• [691] witness or consultant in litigation cases. The Bedouins
* [613] point out that the "holy man," like the rajal khair, is apt
[829] to be more trustworthy than the formal authority, the 'aqila.

> Sanusi is a good man and the people should listen to him. He is a rajal khair, a rajal saalih, not an 'aqila. He is better than an 'aqila--he is our brother. He is much better than the 'umda because he never changes the truth. The 'umda may go and accuse me wrongly to the government but Sanusi would never do this.

554 It is, of course, difficult to decide whether Sanusi's
792 charisma stems from the fact that he is a rajal salih, or the facts of his wealth and family. Most probably it is a little of both, the sacred as well as the secular. 'Amm Salih, on the other hand, is neither wealthy nor from a particularly prestigious family by economic standards of al-Qasr: he derives his influence and status from the sacred aspects of

8: Kennett G-5 (ca. 1921) 1925 MT9 Libyan Bedouin MT9



682 body had been dragged. He followed the footsteps of the
674 son as far as the cistern, where he again saw a tiny spot of fresh blood on one of the stones. From that point donkey-tracks led straight to the son's tent.

By nightfall the son was securely lodged in the police post; and local public opinion was seething with fury, firstly at such a dastardly deed committed presumably for the sake of the old man's money, and secondly because it reflected untold discredit on the rest of the tribe. The murderer, who was a big powerful man of about thirty standing nearly six feet in height, lay in prison awaiting trial. After a few days he was admitted to hospital, where he completely collapsed and died of fright a fortnight later.

[203] Rumours then began to spread that possibly the murderer had only acted in accordance with the wishes of his brothers, who were all conspiring to get rid of the old man, in order that they might share out his possessions. This could not be proved, and appeared unlikely from the
[626] evidence. However, public feeling against the whole family ran so high that it was feared that more horrors might follow; but although no open action was taken against the family, no opportunity was missed of having a dig at them in some way or another.

682 A very wealthy sheep merchant, who was a distant
674 connection of the family, and heartily ashamed of them,
691 brought an action for debt against one of the murderer's
626 brothers. He produced an I.O.U. for £2 dated twelve
686 years before and signed by the murdered man, claiming
[672] (according to custom) that the son now in court as defendant had inherited his father's liabilities together with his assets.

This sheep merchant was known personally to the writer, who was also aware that a month previously he had made a profit of £900 on a very clever bit of dealing in the West. The collection, after an interval of twelve years, of this paltry debt of £2, owing from the deceased father

8: Kennett G-5 (ca. 1921) 1925 MT9 Libyan Bedouin MT9



of the present defendant seemed—for a really wealthy man—to be pointless and futile. The merchant anticipated this objection by hastening to add that the receipt of the actual cash did not interest him in the least; but that he had been wondering how he could shew his disapproval of the defendant's family in some way, and had gone carefully through all his old papers and receipts with this end in view, and had triumphantly discovered the bill of debt now produced in court.

Bedouin Law and custom sometimes accept right to bloodmoney in all sorts of circumstances, when other law would recognise no claim. For example, the principle is accepted that a life lost in prison must be paid for by the informers whose information resulted in the imprisonment of the deceased. It is entirely immaterial whether the information so given to the police was wilfully false or intentionally misleading, or whether it was merely subsequently found to be incorrect. Even if the information had been true and correct in every detail, the informer is still blood-guilty from the Ourfi standpoint, although in actual practice any such claims for bloodmoney would probably be considerably modified.

Other claims for bloodmoney are also recognised occasionally, in cases of obvious accidental death, or death by misadventure or Act of God, when the interpreters of Bedouin Law cannot get away from the main principle that a life lost must be paid for. The difficulty in these cases is to determine who shall pay for it; and the lawsuits usually end in a clever compromise, in which their essential principles are duly observed, but their judgments are mitigated and modified by leniency and commonsense. The following example, which occurred recently in Mariut, will illustrate this.

A certain Arab called Ali Abu Bukr had inherited from his father large cultivation rights in the desert; and in the middle of this land was an old cistern for the collection of rain water. It had not been used for years, and was silted